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DEPARTMENT OF PUBLIC SOCIAL SERVICES

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December 11, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 December 11, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**RECOMMENDATION TO AWARD 17 CONTRACTS WITH VARIOUS AGENCIES TO PROVIDE
CALFRESH APPLICATION ASSISTANCE SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks to execute contracts with 17 community-based agencies for the provision of CalFresh Application Assistance Services. These services allow DPSS to partner with community-based agencies to provide CalFresh application assistance to families and individuals throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Director of DPSS or her designee to prepare and execute contracts in substantially similar form to Enclosure I with the 17 community-based agencies listed on Enclosure II, effective January 1, 2013 through December 31, 2015. The estimated cost for services under these contracts is \$330,000 for the three-year term. The estimated annual cost is \$110,000, which is included in the Department's Fiscal Year (FY) 2012-13 Budget and will be included for subsequent FYs in the Department's budget requests. The Director of DPSS will notify the Board and the Chief Executive Office (CEO) in writing within ten business days after execution.

Delegate authority to the Director of DPSS, or her designee to award additional contracts substantially similar to Enclosure I with additional agencies, provided: (a) the agencies submit Statements of Qualifications (SOQs) that are evaluated as either meeting or exceeding the standards set forth in the Request for Statement of Qualifications (RFSQ); (b) sufficient funds are available and allocated for that purpose in the Department's adopted budget; and (c) the additional

agency(ies) will improve access to CalFresh application assistance services throughout the County.

Delegate authority to the Director of DPSS to prepare and execute amendments to the contracts to reallocate funds at the mid-point of each FY; however, no contract shall be reduced or increased more than 25 percent of the contract maximum for the FY. The approval of County Counsel will be obtained prior to executing such amendments and the Director of DPSS will notify the CEO within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to provide CalFresh application assistance services to individuals and families in all five Supervisorial Districts. These services include assisting individuals with completing the application for CalFresh benefits, and collecting all necessary supporting documentation. Contractors receive a fixed fee only for applications that result in approval for CalFresh benefits. The contracts will provide another avenue for individuals to seek and obtain assistance, as well as obtain assistance during non-traditional hours. These services ultimately increase participation in the CalFresh Program and help the most vulnerable in the community by reducing hunger and food insecurity.

Implementation of Strategic Plan Goals

The recommendation is consistent with the principles of the Countywide Strategic Plan, Goal #1: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services

FISCAL IMPACT/FINANCING

The estimated cost of the contracts for the remainder of FY 2012-13 (January 1 through June 30, 2013) is \$55,000. The estimated cost of the contracts for FY 2013-14 and 2014-15 is \$110,000 per FY. The estimated cost of the contracts for the first half of FY 2015-16 is \$55,000. The total estimated cost for the three-year term is \$330,000. An additional \$40,000 per year will be set aside for additional contracts. Funding for these contracts is included in the Department's FY 2012-13 Budget and will be included for subsequent FYs in the Department's budget requests. The cost of CalFresh application assistance services contracts will be funded by the Department's CalFresh Administration allocation, which pays for the costs of administering the CalFresh Program. There is no additional net County cost once the County's Maintenance of Effort is met.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Agencies will provide CalFresh application assistance services by assisting individuals with completing the application for CalFresh benefits and assisting with the collection of all necessary supporting documentation. Agencies will also perform outreach activities to inform individuals and families of this service.

The contracts include performance outcomes that measure contractor performance.

The contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contractors are in compliance with all Board, CEO, and County Counsel requirements.

The Living Wage Ordinance does not apply because the recommended contracts are non-Prop A contracts.

The CEO and County Counsel have reviewed this Board letter. The contract, Enclosure I, has been approved as to form by County Counsel.

CONTRACTING PROCESS

On September 18, 2012, DPSS released a RFSQ for CalFresh Application Assistance Services. California Department of Social Services approved the RFSQ method pursuant to Manual of Policies and Procedures Section 23-650.1.17. The RFSQ was advertised in the following newspapers: Los Angeles Times, La Opinion, Long Beach Press Telegram, Antelope Valley Press, and the San Gabriel Valley Tribune. Announcements were mailed to over 800 agencies on the DPSS Bidders list. The RFSQ was also posted on the L.A. County Doing Business with Us website and the DPSS Contract Opportunities website.

The RFSQ provided for contract awards to a maximum of five agencies serving each Supervisorial District. The Department received submissions from 22 agencies. Two agencies were disqualified as not meeting the minimum qualifications. Three other agencies were not recommended for contract award due to concerns about their overall financial health. The Department is recommending contract awards to 17 qualified agencies (see Enclosure II). Four agencies will serve more than one Supervisorial District. As the RFSQ provided that additional SOQs will be accepted on an ongoing basis for future contract awards and \$40,000 per year is set aside to fund additional contracts, DPSS will have the ability to add qualified agencies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DPSS to provide CalFresh application assistance services to interested individuals and families in all five Supervisorial Districts.

The contracts will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

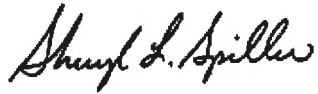
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the DPSS.

The Honorable Board of Supervisors

12/11/2012

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Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:loh

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer



**COOPERATIVE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
(CONTRACTOR)
FOR
CALFRESH APPLICATION
ASSISTANCE SERVICES**

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This Cooperative Agreement, and Attachments, is made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, Department of Public Social Services (DPSS) hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide CalFresh Application Assistance Services.

RECITALS

WHEREAS, the County may contract with private non-profit organizations for CalFresh Application Assistance Services when certain requirements are met; and

WHEREAS, the Contractor is a non-profit organization operating within Los Angeles County; and

WHEREAS, this Cooperative Agreement is therefore, authorized under California Codes, Government Code Section 26227 which authorizes the Board of Supervisors to contract for social services; and

WHEREAS, the Board of Supervisors has authorized the Director of DPSS or designee to execute and administer this Cooperative Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Cooperative Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Cooperative Agreement and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Cooperative Agreement and then to the Attachments according to the following priority:

Attachments:

ATTACHMENT A Statement of Work & Technical Exhibits
ATTACHMENT B Cooperative Agreement Budget
ATTACHMENT C County's Administration
ATTACHMENT D Contractor's Administration
ATTACHMENT E Contractor's EEO Certification
ATTACHMENT F Jury Service Ordinance
ATTACHMENT G Safely Surrendered Baby Law
ATTACHMENT H Sample Invoice Format
ATTACHMENT I Forms Required For Each Invoice
ATTACHMENT J Charitable Contributions Certification
ATTACHMENT K Earned Income Credit

This Cooperative Agreement and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this agreement. No change to this Cooperative Agreement shall be valid unless prepared pursuant to Sub-section 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **CalFresh Program:** A program to improve the nutritional status of low-income individuals and families.
- 2.2 **Contractor:** A Prospective Partner who has entered into a contract with the County to perform work described in the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Cooperative Agreement operations after the Cooperative Agreement award.
- 2.4 **Cooperative Agreement or Agreement:** This Cooperative Agreement executed by County and Contractor.
- 2.5 **County Contract Administrator (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Cooperative Agreement.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Department:** The Los Angeles County Department of Public Social Services.
- 2.8 **Director:** Director of Department of Public Social Services.
- 2.9 **District Office:** DPSS centers that accept and process applications for assistance including CalFresh, General Relief, Medi-Cal and CalWORKs.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **LEADER:** DPSS' automated eligibility system.
- 2.12 **Notice of Action:** A letter provided to an applicant informing him/her of a change in status in his/her eligibility for benefits.

- 2.13 **Manual Application:** A CalFresh application that is completed on paper.
- 2.14 **Recruit:** The act of persuading an individual who has made an informed choice not to apply for CalFresh to change his or her decision to apply.
- 2.15 **Statement of Work :** A written description of tasks and/or deliverables to be provided by the Contractor under this Cooperative Agreement as set forth in *Attachment A, Statement of Work*.
- 2.16 **YBN On-line Application:** A CalFresh Application that is completed on the internet.

3.0 WORK

- 3.1 Pursuant to the provisions of this Cooperative Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth *Attachment A – Statement of Work*.
- 3.2 If Contractor provides any task, deliverable, or service to County that utilizes other than approved contractor personnel, and/or that goes beyond the expiration date, and/or that exceeds the total maximum amount, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF COOPERATIVE AGREEMENT

- 4.1 This Cooperative Agreement is effective upon the date of its execution by Director of DPSS or designee or January 1, 2013, whichever is later. This Cooperative Agreement shall expire on December 31, 2015, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 Contractor shall notify the Department when this Cooperative Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in *Attachment C*.

5.0 FISCAL PROVISIONS

5.1 Annual Maximum Amount

The annual maximum amount for Calendar Year 2013 is \$_____ and the County shall not be liable in any event for payment

in excess of this maximum amount. The annual maximum for subsequent years shall be set forth by amendment. In determining the amount, the Director shall take into consideration the amount paid to Contractor during Calendar Year 2013, the number of contractors participating in the CalFresh Application Assistance Services project, the total funds available for the CalFresh Application Assistance project for the year and any other relevant factors in determining the annual contract amount for subsequent years.

5.1.1 Supplemental Nutrition Assistance Program (SNAP) funds are used to partially fund this Contract, to maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1st through September 30th of each FFY, will be reimbursed for this contract period.

5.2 No payment for services other than those described in the Statement of Work.

5.2.1 If Contractor provides any tasks, subtask, deliverables, goods, services or other work to County, other than those specified in this Agreement the same will be deemed a gratuitous effort on the part of Contractor and Contractor shall have no claim against County.

5.2.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 Notice Upon Reaching 75% of Maximum

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the maximum annual amount of this Cooperative Agreement. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in *Attachment C*.

5.4 No Payment for Services Provided Following Expiration/Termination of Cooperative Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Cooperative

Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Cooperative Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Cooperative Agreement.

5.5 Invoices and Payments

- 5.5.1 Beginning with the first month of the Cooperative Agreement, Contractor shall be paid a stipend of \$52 per YBN On-line Application and \$46 per Manual Application that results in an approved CalFresh case under this Cooperative Agreement, less any offset authorized by this Cooperative Agreement or otherwise authorized by law. Documentation to support the invoiced amount, including electronic copies of monthly log and all completed and signed transmittals for the cases, should be attached to each invoice.
- 5.5.2 Applications can take up to 30 days to be processed. Before payment is made, applications must show as approved on LEADER. Therefore, Contractors' invoices will not be approved until all cases included have been approved or denied for CalFresh benefits. Contractor shall not receive payment unless cases have been processed and approved. Payment shall be made within thirty days of invoice approval.
- 5.5.3 For CalFresh applications appearing on the invoice, County shall provide Contractor with a CBO/FBO CalFresh Application Assistance Services Reconciliation Report (Attachment A, Technical Exhibit 9) showing those cases approved for payment and those denied for payment. The report shall be made by mail, postmarked within 45 calendar days of receipt of invoice by the CCA.
- 5.5.4 For CalFresh applications that are denied, Contractor will not receive payment.
- 5.5.5 For CalFresh applications that lack any supporting documentation needed for immediate eligibility determination, County shall indicate additional documentation was required and Contractor will not receive payment.
- 5.5.6 County will not return to Contractor denied applications or those applications requiring further documentation to establish eligibility.

- 5.5.7 Payment to Contractor will be made in arrears on a monthly basis, based on the number of applications approved for payment, provided that Contractor is not in default under any provision of this Agreement and has submitted a complete and accurate invoice with complete supporting documentation.
- 5.5.8 Contractor shall submit all transmittals and invoices, each in an original and one copy, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided.
- 5.5.9 Contractor shall utilize the CalFresh on-line Contract Invoicing System (CIS) to process each monthly invoice electronically, which includes all applications for the service month and reference the CalFresh - Contract Invoicing System Agency User Guide.
- 5.5.10 Contractor shall have Microsoft Office programs such as Excel to ensure the proper format is utilized when submitting invoices via the CalFresh CIS.
- 5.5.11 Contractor shall submit an original and one copy of all invoices and transmittals for the month in which services were provided, to:
- County Contract Administrator – Invoice Processing Unit
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
- 5.5.12 After Contractor files its final invoice, including any adjustments for prior months and the County determines that Contractor has been underpaid, County shall pay Contractor's approved final invoice indicating the approved amount within 30 calendar days of receipt of invoice. If the annual maximum is exhausted, the County shall not be liable for payment in excess of the annual maximum amount.
- 5.5.13 Contractor is formally informed that County shall not be liable for billing submitted one year or more after the date services were rendered.

6.0 ADMINISTRATION OF COOPERATIVE AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Attachment C*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator

The County's Contract Administrator (CCA) is the County's chief contact person with respect to the day-to-day administration of this Cooperative Agreement. CCA duties are further described in Attachment A, Statement of Work, Subsection 2.1.1.

7.0 ADMINISTRATION OF COOPERATIVE AGREEMENT – CONTRACTOR

CONTRACTOR ADMINISTRATION

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Attachment D*. The Contractor shall notify the County in writing within ten (10) days of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in *Attachment D*. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Cooperative Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Cooperative Agreement, including volunteers, with an identification badge. In addition staff members shall carry a California Driver's license or ID whenever at a DPSS facility.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Cooperative Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Cooperative Agreement. Contractor's staff performing services under this Cooperative Agreement shall have no convictions for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Cooperative Agreement at any time during the term of the Cooperative Agreement.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-Section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Cooperative Agreement.
- 7.5.5 Contractor shall comply with the provisions of applicable laws and regulations pertaining to background investigations conducted for employment. Nothing in this Sub-Section 7.5 is to be construed to require Contractor to perform any background investigation or make any employment decision that would violate such law or regulations.
- 7.5.6 Contractor shall maintain the confidentiality of the results of any such background investigations. Results of background investigations are not to be kept in the personnel file of the employee.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records obtained from CalFresh Applicants or from the County under this

Cooperative Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality, including but not limited to Welfare and Institutions Code Section 10850, and as described in Attachment A, Statement of Work, Sub-Section 3.4.

7.6.2 The Contractor shall inform all of its officers, employees, agents, volunteers and sub-contractors providing services hereunder of the confidentiality provisions of this Cooperative Agreement.

7.6.3 The Contractor shall cause each non-employee performing services covered by this Cooperative Agreement to sign and adhere to the provisions of the *“Contractor, Employee & Non-Employee Acknowledgment and Confidentiality Agreements”, Technical Exhibit 7.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Cooperative Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Cooperative Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Cooperative Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Cooperative Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Cooperative Agreement.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor,

whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Cooperative Agreement which may result in the termination of this Cooperative Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Cooperative Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Cooperative Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Cooperative Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Cooperative Agreement (including any extensions), and the services to be provided by the Contractor under this Cooperative Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Cooperative Agreement.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Sum, payment terms or any other term or condition under this Cooperative Agreement. All such changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or designee.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Cooperative Agreement, an Amendment shall be prepared and executed by the Contractor and by the Director or designee.

8.4.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Cooperative Agreement during the term of this Cooperative Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Cooperative Agreement shall be prepared and executed by the Contractor and by the County Contract Manager.

8.5 COMPLAINTS

Except for complaints alleging violations of Civil Rights, (see Sub-Section 8.7 - Compliance with Civil Rights herein) the Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty business days after Cooperative Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Cooperative Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees,

arising from or related to any violation on the part of the Contractor or its employees, agents, or sub-contractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Cooperative Agreement or under any project, program, or activity supported by this Cooperative Agreement. The Contractor shall comply with *Attachment E, EEO Certification*. The procedure for Civil Rights complaints is set forth in Sub-Section 3.6 of the *Statement of Work, Attachment A*.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Cooperative Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Attachment F* and incorporated by reference into and made part of this Cooperative Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in

any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform services for the County under the Cooperative Agreement, the sub-contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Cooperative Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Cooperative Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph of the Cooperative Agreement may constitute a material breach of the Cooperative Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Cooperative Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Cooperative Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this

Cooperative Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Cooperative Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-Section 8.9 shall be a material breach of this Cooperative Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Cooperative Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Cooperative Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Cooperative Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Cooperative Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Cooperative Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to sub-contractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its sub-contractors, if any, to post this poster in a prominent position in the sub-contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Cooperative Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Cooperative Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Cooperative Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security

Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Cooperative Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Cooperative Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Cooperative Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Cooperative Agreement or impose other penalties as specified in this Cooperative Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Cooperative Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the

Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Cooperative Agreement.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Cooperative Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Cooperative Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Cooperative Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive and personal jurisdiction of the courts of the State of California for all purposes regarding this Cooperative Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Cooperative Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Cooperative Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Cooperative Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor

shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Cooperative Agreement.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-Section 7.6 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts ("County Indemnitees"), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Cooperative Agreement, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Cooperative Agreement and until all of its obligations pursuant to this Cooperative Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in –Sub-Sections 8.24 and 8.25 of this Cooperative Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Cooperative Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Cooperative Agreement.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Cooperative Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Cooperative Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Cooperative Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
 Contract Management Division
 12900 Crossroads Pkwy., South
 City of Industry, CA 91746
 Attn: CCA

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Cooperative Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits

arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Cooperative Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Cooperative Agreement.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Cooperative Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Cooperative Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Cooperative Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Cooperative Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.9 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Cooperative Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Cooperative Agreement expiration, termination or cancellation.

8.24.10 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured's provision with no insured versus insured exclusions or limitations.

8.24.12 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under

any approved program.

8.24.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Cooperative Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or her designee, at her option, in

addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2** If the Director determines that there are deficiencies in the performance of this Cooperative Agreement that the Director or her designee, deems are correctable by the Contractor over a certain time span, the Director or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in the Performance Requirements Summary (PRS) Charts as defined in Attachment A, Statement of Work, Technical Exhibit 11, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Cooperative Agreement.
- 8.26.4** This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Cooperative Agreement provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Cooperative Agreement as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Cooperative Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Cooperative Agreement, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.28.2** The Contractor shall certify to, and comply with, the provisions of Attachment E- Contractor's EEO Certification.
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its sub-contractors, bidders, or partners without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Cooperative Agreement or under any project, program, or activity supported by this Cooperative Agreement.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-Section 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Sub-Section 8.28 have been violated, such violation shall constitute a material breach of this Cooperative Agreement upon which the County may terminate or suspend this Cooperative Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Cooperative Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Cooperative Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Cooperative Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Cooperative Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Cooperative Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Cooperative Agreement. If the CCA is not able to resolve the dispute, the dispute shall be referred to the CCA's section manager. If the section manager is not able to resolve the dispute, the Director of DPSS, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each sub-contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in *Attachment K*.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment G* of this Cooperative Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Cooperative Agreement shall be in writing and shall be hand delivered with signed receipt, emailed, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Attachment C, County's Administration and Attachment D, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Department of Public Social Services or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Cooperative Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Cooperative Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-Section 8.38 - Record Retention and Inspection/Audit Settlement of this Cooperative Agreement become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records

including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents that are marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1** The Contractor shall not disclose any details in connection with this Cooperative Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Cooperative Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Cooperative Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Cooperative Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Cooperative Agreement. The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Cooperative Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the

County during the term of this Cooperative Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Cooperative Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Cooperative Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Cooperative Agreement upon which the County may terminate or suspend this Cooperative Agreement.

8.38.3 If, at any time during the term of this Cooperative Agreement or within five (5) years after the expiration or termination of this Cooperative Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Cooperative Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Cooperative Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Cooperative Agreement exceed the funds appropriated by the County for the purpose of this Cooperative Agreement.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use

recycled-content paper to the maximum extent possible on this Cooperative Agreement.

8.40 SHRED CONFIDENTIAL DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code Sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Sub-Section 8.38 of this Cooperative Agreement are to be maintained for a period of five (5) years or longer if required by law.

8.41 SUB-CONTRACTING

8.41.1 The requirements of this Cooperative Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Cooperative Agreement.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County’s request:

- A description of the work to be performed by the sub-contractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every sub-contractor in the same manner and to the same degree as if such sub-contractor(s) were Contractor employees.

8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Cooperative Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County’s approval of the Contractor’s proposed subcontract.

8.41.5 The County’s consent to subcontract shall not waive the County’s right to prior and continuing approval of any and all personnel, including sub-contractor employees, providing services under this

Cooperative Agreement. The Contractor is responsible to notify its sub-contractors of this County right.

8.41.6 The Director or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and sub-contractor employees.

8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all sub-contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- The Contractor shall obtain certificates of insurance, which establish that the sub-contractor maintains all the programs of insurance required by the County from each approved sub-contractor. The Contractor shall ensure delivery of all such documents to the County Contract Administrator.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-Section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Cooperative Agreement. Without limiting the rights and remedies available to the County under any other provision of this Cooperative Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Cooperative Agreement pursuant to Sub-Section 8.44 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 County may terminate this Cooperative Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under this Cooperative Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Cooperative Agreement shall be maintained by the Contractor in accordance with Sub-Section 8.38, Record Retention & Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Cooperative Agreement, if, in the judgment of the Director:

- Contractor has materially breached this Cooperative Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Cooperative Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of under this Cooperative Agreement, or of any obligations of this Cooperative Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.44.2 In the event that the County terminates this Cooperative Agreement in whole or in part as provided in Paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall

continue the performance of this Cooperative Agreement to the extent not terminated under the provisions of this Paragraph.

8.44.3 Except with respect to defaults of any sub-contractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.44.2 if its failure to perform this Cooperative Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-Section 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-Section 8.44, or that the default was excusable under the provisions of Paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-Section 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-Section 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Cooperative Agreement.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Cooperative Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Cooperative Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Cooperative Agreement or the making of any determinations with respect to the Contractor's performance

pursuant to this Cooperative Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Cooperative Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this Sub-Section 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Cooperative Agreement.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code

Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Cooperative Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Cooperative Agreement.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Cooperative Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Cooperative Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Cooperative Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Cooperative Agreement, then this Cooperative Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Cooperative Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Cooperative Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Cooperative Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Cooperative Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-Section 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Cooperative Agreement.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Cooperative Agreement upon any Cooperative Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to terminate this Cooperative Agreement and, at its sole discretion, deduct from the Cooperative Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-Section 8.52, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Cooperative Agreement. Without limiting the rights and remedies available to County under any other provision of this Cooperative Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Cooperative Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the *Charitable Contributions Certification, Attachment J*, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law

commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 COMPLIANCE WITH REGULATIONS

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

9.2.1 Contractor shall maintain all licenses required to perform the Contract.

9.2.2 Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Cooperative Agreement to be executed by the Director, of the Department of Public Social Services or designee and approved as to form by County Counsel, and Contractor has caused this Cooperative Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20__.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

Date: _____

CONTRACTOR NAME

By: _____
(Signature)

Date: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

JOHN KRATTLI, COUNTY COUNSEL

By _____
Senior Deputy County Counsel

Date: _____

ATTACHMENT A

STATEMENT OF WORK
&
TECHNICAL EXHIBITS

**Statement of Work
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STATEMENT OF WORK

1.0 GENERAL

1.1 Scope of Work

The CalFresh Application Assistance Services (formerly Food Stamp) involves partnering with CBO/FBOs to provide assistance to individuals and families in filling out and submitting applications for participation in the CalFresh program ("CalFresh Application" or "Application"). Contractor will provide complete CalFresh Applications, including all supporting documentation, to the Department of Public Social Services (DPSS). Training for Contractor will be provided by DPSS. Contractors shall be responsible for:

- 1.1.1 Ensuring that it has language capability to serve the targeted community population;
- 1.1.2 Conducting individual or group sessions to educate applicants in the Program and application process, such as during church events or community meetings;
- 1.1.3 Answering questions pertaining to the CalFresh Program and application process;
- 1.1.4 Reviewing and explaining the types of documentation to be submitted with the CalFresh Application;
- 1.1.5 Assisting applicants with the collection of supporting documentation;
- 1.1.6 If using the internet-based Food and Nutrition Service (FNS) pre-screening tool, assisting applicants in estimating their monthly allotment;
- 1.1.7 Assisting the applicant in properly completing the application; either via the DPSS "Your Benefits Now" (YBN) or using the paper application;
- 1.1.8 Submitting the CalFresh Application with ALL required documentation to DPSS for eligibility determination;
- 1.1.9 Manual and YBN On-line Applications submitted to DPSS that include ALL required supporting documentation and are approved by DPSS will result in a payment from County to Contractor within 30 days of invoice approval. All approved Manual Applications submitted will result in a payment of forty-six (46) dollars and all approved YBN Applications will result in a payment of fifty-two (52) dollars from County to Contractor. Payment will not be made for denied applications or those approved applications which require DPSS to

request further supporting documentation from applicants for eligibility determination; and

- 1.1.10 Refraining from recruiting individuals to file CalFresh Applications. Recruiting is defined as convincing an individual who has already made a decision not to apply, to make an application.

1.2 Contractor shall provide:

- 1.2.1 Information about the CalFresh Application Assistance Services that the Contractor provides to potential applicants, including but not limited to Contractor's existing clientele or congregation.
- 1.2.2 Individual or group sessions to assist and educate applicants in the application process.
- 1.2.3 Answers to questions pertaining to the application process.
- 1.2.4 Follow-up calls to contact applicants with pending documentation to ensure they return these documents to complete the application process.
- 1.2.5 A voice mail system to allow applicants to leave a message in response to follow-up calls.
- 1.2.6 Explanation and review of documentation to be submitted with the Application.
- 1.2.7 If using the internet-based Food and Nutrition Service (FNS) pre-screening tool, estimate an applicant's monthly CalFresh allotment. Contractor's estimating applicants' monthly CalFresh allotment at zero must give applicants the option to continue with the application process for actual DPSS eligibility determination. Contractor shall not discourage potential applicants from applying for CalFresh based on results of the FNS pre-screening tool.
- 1.2.8 Assistance in properly completing the CalFresh Application (Attachment A, Technical Exhibit 1).
- 1.2.9 Assistance in using the internet-based "Your Benefits Now (YBN)" tool (www.DPSSBenefits.lacounty.gov), with navigation through the electronic application process, including gathering all required documentation, providing documentation to the District of Residence as indicated on the "Applications Screen" of the on-line YBN application and providing an electronic signature on the "Send Application and Signature and Certification" page of the YBN application. Contractor should indicate applicant was assisted by a CBO/FBO and provide an electronic signature as an authorized representative.

- 1.2.10** Assistance in providing the CalFresh Application and required documentation upon completion, to DPSS for eligibility determination.
- 1.2.11** Outreach efforts to ensure the community and/or congregation they serve are provided with information about CalFresh application services available. Outreach activities include but are not limited to mailers, and/or flyers distributed at community fairs, festivals, or after church services.
- 1.2.12** Contractor's staff person shall deliver all Applications and required documentation to the DPSS District Office (See Attachment A, Technical Exhibit 5). Delivery hours are Monday through Friday, between 8 a.m. and 3 p.m., or by appointment as mutually agreed upon by the Contractor and the District Office CalFresh Application Liaison, except for County holidays:
- 1.2.12.1 All deliveries of completed CalFresh Applications, with required documentation, must include the CalFresh Application Electronic Transmittal (Attachment A, Technical Exhibit 2), listing the applicant names and birthdates of applicants on all CalFresh Applications being submitted, and YBN application number, if applicable. The date the application was taken to the District Office must be included in the top portion of the transmittal.
 - 1.2.12.2 The Contractor shall include a checklist of all supporting documentation (Attachment A, Technical Exhibit 3) with each application submitted to County. This document must be delivered to District Office with supporting documentation.
 - 1.2.12.3 For applications taken to the District Office, the Contractor staff person delivering applications must wait for a DPSS District Office representative to review the transmittal, applications, supporting documentation and supporting documentation checklist, sign the transmittal and return it to the Contractor staff person.
 - 1.2.12.4 The Contractor shall ensure that all applications include an ABCDM 228 Release of Information form, signed by the applicant, authorizing County and Contractor to share their information (Attachment A, Technical Exhibit 4, English and Spanish versions).
 - 1.2.12.5 When completing an application on-line via YBN, the user will be prompted to at the end of the application to confirm the applicant was assisted by a Contractor. Upon submission of application a YBN application number will be generated. The user must print this page and attach with

supporting documentation. The documentation must be delivered to the assigned District Office or delivered. A copy of the transmittal (Attachment A, Technical Exhibit 2) must accompany all applications. A LEADER case number will be assigned afterwards

- 1.2.13** In addition to English language capability, Contractors shall have bilingual language capability in the following languages: (Check all that apply)

<input type="checkbox"/> Armenian	<input type="checkbox"/> Cambodian	<input type="checkbox"/> Chinese
<input type="checkbox"/> Korean	<input type="checkbox"/> Russian	<input type="checkbox"/> Tagalog
<input type="checkbox"/> Spanish	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> None

☐ Other (list): _____

_____ Contractor Initial
DPSS Initial

- 1.2.14** Except as listed in Section 3.1, County Furnished Items, hereunder, Contractor shall provide all administrative services, supervision, personnel, materials and other items or services necessary to provide CalFresh Application Assistance Services set forth hereunder for a population with economic, educational and social barriers.

- 1.2.15** Contractor shall identify its CalFresh Paper-Based/YBN Applications by writing CBO/FBO and the Contractor's Contract number, in red at the top of each application.

- 1.2.16** Contractor shall not provide Application Assistance Services to households requesting expedited/emergency services. Those households requesting expedited services are to be referred immediately to the nearest DPSS District Office for application and eligibility determination. (Attachment A, Technical Exhibit 5)

- 1.2.17** Households may qualify for expedited service if they are experiencing one of the eligibility factors below:

- Less than \$150 in monthly gross income and liquid resources of \$100 or less; or
- Migrant or seasonal farm workers who are destitute; or
- Households that have combined monthly gross income and liquid resources which are less than their monthly rent or mortgage and utilities;
- Homeless; or

- Emergency situation as a result of a natural disaster or other catastrophe.

1.3 Quality Control Plan

Contractor shall establish and utilize a comprehensive Quality Control Plan (referred to as Plan) to assure County a consistently high level of service throughout the term of this Cooperative Agreement.

The Plan, which is subject to approval or rejection by County, shall be submitted to the County Contract Administrator (CCA) on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- 1.3.1** Method of monitoring to ensure that Contract requirements are being met;
- 1.3.2** Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.3.3** A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- 1.3.4** Data collection and monitoring systems to ensure that services are equitable for all CalFresh applicants, including those who are immigrants, refugee and limited-English proficient.

1.4 Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract.

The County or its agent will evaluate the Contractor's performance under this Contract at least annually or as often as quarterly. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract.

1.4.1 Performance Evaluation Meetings

County and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, at the discretion of the CCA, a meeting shall be held within five (5) days, at a mutually agreed upon time and place to discuss the problem.

1.4.2 Contract Discrepancy Reports (CDR's)

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The CCA will determine whether a formal CDR shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable for correction of all deficiencies identified in the CDR, shall be submitted to the CCA within ten (10) business days.

1.4.3 Government Observations

Federal, State and/or County personnel, in addition to County contract staff, may observe performance activities, or review documents required by this Cooperative Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

1.5 Contractor Management Services

Contractor shall provide all management services necessary for provisions of the CalFresh Application Services Program. Contractor's management services may include, but are not limited to:

1.5.1 Planning, coordinating, implementing and monitoring of CalFresh Application Services Program service delivery.

1.5.2 Providing County with standards used to certify fluency of staff providing services in languages other than English. (e.g.; Native speaker and/or educational level in language)

1.5.3 Ensuring that key management staff is present and when there is a vacancy, replacement is made within fifteen (15) days. Ensuring all staff levels needed for the delivery of CalFresh Application Assistance Services are present, and when there is a vacancy, replacements are made within thirty (30) days.

- 1.5.4** Ensuring that verbal instructions and Contractor-developed materials are in the languages of applicants receiving CalFresh Application Assistance Services from the Contractor. Ensuring translated materials are accurately translated by providing County with its methodology for certification.
- 1.5.5** Ensuring that all required posters and materials are posted at Contractor sites as directed by County, and are accessible to the public.
- 1.5.6** Ensuring that the Contractor meets with County as needed, to discuss programmatic issues, general procedural issues, and general concerns. Either County or the Contractor may request such a meeting.
- 1.5.7** Ensuring that the Contractor and its personnel, including volunteers, does not “recruit” applicants as such term is defined in Section 1.1.10 herein.
- 1.5.8** Ensuring that the Contractor and its personnel, including volunteers shall not make CalFresh eligibility determinations or hold present itself as having the ability to make eligibility determinations.
- 1.5.9** Ensuring that the Contractor submits accurate and timely invoices through the Contract Invoicing System (CIS).

2.0 PERSONNEL

2.1 Key County Personnel

2.1.1 County Contract Administrator (CCA)

County will designate one person who will act as the CCA on all matters pertaining to this Contract. Specifically, the CCA or alternate shall:

- 2.1.1.1** Provide direction to the Contractor in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.
- 2.1.1.2** Monitor the Contractor’s service performance in daily operations of this Contract.
- 2.1.1.3** Negotiate with Contractor on changes in service requirements pursuant to the Contract.
- 2.1.1.4** Not authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the County in any way.

- 2.1.1.5 Inform the Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

2.2 Contractor Personnel

2.2.1 Project Manager

Contractor shall provide a Project Manager, who shall be responsible for the overall management and coordination of the Contract and act as liaison with County. The Project Manager and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter a change of Project Manager or alternate is made.

Specifically, the Project Manager and alternate shall:

- 2.2.1.1 Have passed a criminal background check with no convictions for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft.
- 2.2.1.2 Have full authority to act for the Contractor on all Contract matters relating to the daily operations of this Contract.
- 2.2.1.3 Be responsible for planning, coordinating and implementing service delivery systems for CalFresh Application Assistance Services and the overall management of the Contract.
- 2.2.1.4 Be available Monday through Friday, between 8:00 a.m. and 5:00 p.m., except on County holidays. Contractors that have difficulty with these hours are required to provide County with their regular hours of operation.
- 2.2.1.5 Be able to read, write, speak, and understand English fluently.
- 2.2.1.6 Be a paid employee of the Contractor. Volunteers may assist the Contractor's Project Manager with the duties described above. However, the Project Manager must retain responsibility.

2.2.2 Other Contractor Staff

- 2.2.2.1 Contractor shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract. Contractor staff/personnel includes employees, agents, independent Contractors, Subcontractors and volunteers.
- 2.2.2.2 Contractor shall ensure all Contractor personnel performing Contract services herein shall be considered Contractor employees or Contractor volunteers at all times.

Contractor shall have the sole right to hire, discipline, suspend or discharge personnel. However, any Contractor personnel who, in the County's opinion, is unsatisfactory shall be removed from the performance of required services immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

2.2.2.3 Contractor shall ensure all Contractor personnel, including volunteers, providing Contract services have:

- a. Certification for each bilingual staff.
- b. Have passed a criminal background check with no convictions for fraud, welfare fraud, embezzlement, sex crimes, forgery or theft.
- c. Been qualified in accordance with all federal, State and local laws, ordinances, regulations and requirements applicable hereto.
- d. Fluency in reading, writing, speaking and understanding English. This requirement may be waived for volunteer personnel as long as a bilingual staff person is present to provide translation services, if required.

2.2.2.4 Contractor shall provide each employee and volunteer with an identification badge that includes the Contractor's name, staff person's name and photograph, if possible. If a photograph is not included on the ID badge, staff person shall have available a state issued driver's license or ID at all times to verify their identity. Such badge shall be displayed on the employee's/volunteer's person at all times while employee is in a County facility or a Contractor facility providing CalFresh Application Services.

2.2.2.5 Contractor shall ensure all Contractor staff, including volunteers, providing direct services are:

- a. Required to present oneself in a neat, businesslike appearance and behave in a professional manner;
- b. Able to handle sensitive materials and perform confidential duties; and
- c. Able to communicate effectively using good judgment and diplomacy.

2.2.2.6 Contractor shall ensure all Contractor staff who work directly with applicants are provided training in CalFresh Application

Assistance Services prior to performing services under this Contract. Training shall include, but is not limited to:

- a. CalFresh Application Assistance Services;
- b. Method on using the Food and Nutrition Service (FNS) on-line CalFresh pre-screening tool;

Contractors estimating applicants' monthly CalFresh allotment at zero must give applicants the option to continue with the application process for actual County eligibility determination. Contractors shall not discourage potential applicants from applying for CalFresh based on results of the FNS pre-screening tool.

- c. Method of using the Your Benefits Now (YBN) online application;
- d. Overview of CalFresh eligibility and documentation requirements; and
- e. Civil Rights.

2.2.2.7 Contractor shall ensure all CalFresh Application Assistance Services staff are trained in County developed curriculum by Contract start date, and for future newly hired employees or volunteers prior to performing direct CalFresh Application Assistance Services.

3.0 RESPONSIBILITIES

3.1 COUNTY FURNISHED ITEMS

3.1.1 Facilities

County shall provide the name, telephone number and address for the DPSS District Office and CalFresh Eligibility Liaison that shall be partnered with Contractor for all CalFresh applications. The contact information will be the same for both YBN and paper applications.

3.1.2 Training

County will provide training services for up to two Contractor employees who work directly with CalFresh applicants on CalFresh Application Assistance Services, prior to start date, and periodically throughout the Cooperative Agreement term, as required by County. Contractor requests for training of additional staff may be granted at the sole discretion of County.

County shall provide training to Contractor staff in the following:

- 3.1.2.1 CalFresh Application Assistance Services;
- 3.1.2.2 Method of using the Food and Nutrition Service (FNS) on-line CalFresh pre-screening tool;

Contractors estimating applicants' monthly CalFresh allotment at zero must give applicants the option to continue with the application process for actual County eligibility determination. Contractors shall not discourage potential applicants from applying for CalFresh based on results of the FNS pre-screening tool.

- 3.1.2.3 Overview of CalFresh eligibility and documentation requirements;
- 3.1.2.4 Method of using the Your Benefits Now (YBN) online application;
- 3.1.2.5 Civil Rights;
- 3.1.2.6 CalFresh – Contract Invoicing System training; and

3.1.3 Materials

County shall supply the following materials to Contractor prior to start date, and periodically throughout the contract term:

- 3.1.3.1 CalFresh Application Assistance Services curriculum, and any revisions or updates;
- 3.1.3.2 CalFresh application forms, available in English, Spanish, Vietnamese, Russian, Cambodian, Armenian, Chinese, Korean and Tagalog and Farsi. Non-English application forms will be provided only to those Contractors certified to provide services in those languages;
- 3.1.3.3 All mandated pamphlets and posters;
- 3.1.3.4 A supply of civil rights complaint forms; and
- 3.1.3.5 A list of County-observed holidays.

3.2 CONTRACTOR FURNISHED ITEMS

3.2.1 Facilities

- 3.2.1.1 Contractor shall provide necessary space, furniture, utilities, and equipment to perform CalFresh Application Assistance Services.

3.2.2 Equipment/Supplies/Materials

- 3.2.2.1 Contractor shall provide all equipment, supplies and materials not furnished by County necessary to perform all services required by this Contract, including but not limited to internet access, scanners, PCs, printer and copier, phone w/voicemail, Excel and/or all Microsoft programs.

3.2.3 Security for Equipment

- 3.2.3.1 Contractor shall ensure that all Contractor computer equipment that contains information on CalFresh applicants is secure and confidentiality is maintained.

3.2.4 Staffing

- 3.2.4.1 Contractor shall ensure there is sufficient trained and competent staff to assist with the completion of CalFresh applications.
- 3.2.4.2 Contractor shall ensure training of new staff by notifying the County Contract Administrator (CCA). The CCA will schedule training sessions for CalFresh Applications Assistance, as necessary.

3.3 RECORD KEEPING

- 3.3.1 Contractor shall maintain retrievable records relating to each applicant who receives CalFresh Application Services in locked drawers and cabinets at the Contractor's headquarters. Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day. The records shall be kept in a folder, identifiable by the CalFresh Applicant's name. These records shall include, but are not limited to, the following:

- a. Applicant Name;
- b. Primary Language;
- c. Birth date;
- d. United States Citizenship and Immigration Service (USCIS) A - Number (if any);
- e. Address;
- f. Residence Phone Number;
- g. Message Number.

- 3.3.2 Contractor shall maintain all records at a central facility for five (5) years after the termination of this Contract or until all audits started during the Contract period, or within five (5) years of termination of the Contract are completed and settled, whichever is later.

3.3.3 Contractor shall maintain an ongoing monthly log (Attachment A, Technical Exhibit 6) recording the submission of applications to County. This log shall include, but is not limited to, the following:

- a. Applicant Name;
- b. Address;
- c. Residence Phone;
- d. Date application was delivered or submitted on-line to DPSS and which DPSS District Office it was delivered to;
- e. United States Citizenship and Immigration Service (USCIS) A - Number (if any);
- f. YBN Application Date
- g. United States Citizenship and Immigration Service (USCIS) A - Number (if any);
- h. Birth date;
- i. Name of Contractor providing CalFresh Application Assistance Services.
- j. Social Security Number
- k. Name of person accepting application
- l. Application Type (Hard Copy/YBN)
- m. YBN application number

3.4 CONFIDENTIALITY OF RECORDS

3.4.1 Contractor staff, including volunteers, shall maintain the confidentiality of CalFresh applicants' records and sign the Employee Confidentiality Agreement (Attachment A, Technical Exhibit 7).

3.4.2 Contractor shall maintain the confidentiality of its employees' and volunteers' records, including the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. The Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day.

3.5 REPORTING TASKS

Contractor shall make reports, as required by County, concerning its activities as they affect the Cooperative Agreement duties and purposes contained herein. Contractor shall also perform the following:

3.5.1 Submit to the CCA a Monthly Management Report (MMR) (Attachment A, Technical Exhibit 8) by the fifteenth (15) calendar day of the following month of all Contractor performed activities, which may include, but is not limited to:

- a. Statistical information (including the number of persons attending outreach clinics, the number of CalFresh applications submitted to County, and delivery dates of applications);

b. Contractor concerns and staffing changes;

3.5.2 Complete and provide to the CCA reports/forms as required by County, and by the due dates established by County (Attachment A, Technical Exhibit 9).

3.5.3 Provide County with written statements, records, and documents within five (5) workdays of County request.

3.5.4 Provide assistance and be available to meet/consult with County management staff as needed.

3.6 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall not refuse to provide CalFresh Application Services to any person, based on age, color, disability, marital status, national origin, limited-English proficiency (LEP), political affiliation, race, religion or sex.

Contractor shall

3.6.1 Ensure public contact staff attends Civil Rights training.

3.6.2 Ensure notices and correspondences sent to applicants are in their respective primary language and provide interpreters to ensure meaningful access to services to all applicants.

3.6.3 Maintain a record of all Civil Rights materials provided by County and ensure all applicants are provided with the Civil Rights materials.

3.6.4 Develop, and operate procedures for receiving and forwarding civil rights complaints as follows:

- Provide and assist CalFresh applicants with completing a PA 607, Complaint of Discriminatory Treatment (Attachment A, Technical Exhibit 10) in the applicant's primary language.
- Maintain a log of civil rights complaints. Contractor shall maintain the confidentiality of the log by maintaining it in locked drawers and cabinets at Contractor's sites and at the Contractor's headquarters.
- Contract Manager shall act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and the Civil Rights Section (CR Section).
- Forward all PA 607s to the CCA within two (2) business days and maintain a copy.

- Contract Manager shall not attempt to investigate Civil Right complaints. All investigations are handled by the CR Section.

4.0 SPECIFIC TASKS

4.1 COUNTY Requirements

4.1.1 County will not return to Contractor denied applications or those applications requiring further documentation to establish eligibility. County will contact applicants directly to obtain any additional necessary information.

4.1.2 County will provide notices of CalFresh Application approval or denial to all CalFresh applicants upon eligibility determination.

4.2 NOTIFICATION OF CHANGES

Contractor shall instruct CalFresh applicants to include any and all changes in status and/or circumstances in their applications prior to submitting to County.

4.3 PERFORMANCE STANDARDS AND OUTCOMES

4.3.1 Contractor shall maintain the following documents that reflect the services are being met:

- Statistical reports related to the provided services.
- Required documents such as business license, non-profit identification number, certifications, etc., related to the provided services.

4.3.2 The goal of this Cooperative Agreement is to increase the number of eligible families and individuals who receive CalFresh benefits. The performance measure is the number of families and individuals whose applications result in CalFresh benefits.

4.3.3 The Performance Requirements Summary (PRS) (Attachment A, Technical Exhibit 11) displays the major services and standards for performance to which the Contractor shall be held. DPSS will work with the Contractor to help restore any areas of difficulty brought to the attention of the CCA.

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ATTACHMENT A, TECHNICAL EXHIBIT 1

SAMPLE CALFRESH APPLICATION

The CalFresh Application is available at the following website, and it is incorporated herein by reference:

<http://dpss.lacounty.gov/dpss/calfresh/pdf/CalFreshApplication.pdf>

ATTACHMENT A,
TECHNICAL EXHIBIT 2
SAMPLE CALFRESH ELECTRONIC
TRANSMITTAL

SAMPLE CALFRESH ELECTRONIC TRANSMITTAL

TITLE OF DOCUMENT(S) TRANSMITTED CALFRESH APPLICATION(S) WITH SUPPORTING DOCUMENTATION ATTACHED		
TO:	FROM:	DATE:

NAME OF APPLICANT	APPLICANT DATE OF BIRTH	REMARKS
RECEIVED BY:	TITLE:	DATE RECEIVED:
DISTRICT NAME:	DISTRICT ADDRESS:	

***Note: Indicate if applicant referred via Medi-Cal flyer with "MC."**

ATTACHMENT A,
TECHNICAL EXHIBIT 3
ELIGIBILITY DOCUMENTATION
CHECKLIST

CBO/FBO CalFresh APPLICATION ASSISTANCE PILOT PROJECT

ELIGIBILITY DOCUMENTATION CHECKLIST

Documentation/verification (if any) must be provided for ALL persons in the home.

Applicant Name: _____

Applicant Birth Date: _____

Agency Name: _____

	<u>ATTACHED</u>	<u>N/A</u>
1. Verification of medical/dental costs.	<input type="checkbox"/>	<input type="checkbox"/>
2. Verification of court-ordered child support.	<input type="checkbox"/>	<input type="checkbox"/>
3. Verification of identity.	<input type="checkbox"/>	<input type="checkbox"/>
4. Verification of Social Security Number.	<input type="checkbox"/>	<input type="checkbox"/>
5. Verification of residency in Los Angeles County.	<input type="checkbox"/>	<input type="checkbox"/>
6. Verification of disability.	<input type="checkbox"/>	<input type="checkbox"/>
7. Verification of good cause for "Voluntary Quit" of employment.	<input type="checkbox"/>	<input type="checkbox"/>
8. Verification of funds received and claimed to be a loan.	<input type="checkbox"/>	<input type="checkbox"/>
9. Verification of legal non-citizen status.	<input type="checkbox"/>	<input type="checkbox"/>
10. Verification of income, earned and unearned.	<input type="checkbox"/>	<input type="checkbox"/>
11. Verification of student income.	<input type="checkbox"/>	<input type="checkbox"/>
12. Verification of tuition and mandatory educational fees.	<input type="checkbox"/>	<input type="checkbox"/>
13. Verification of housing costs and utility expenses.	<input type="checkbox"/>	<input type="checkbox"/>
14. Verification of dependent care expenses.	<input type="checkbox"/>	<input type="checkbox"/>
15. ABCDM 228 Authorization for Release of Information.	<input type="checkbox"/>	<input type="checkbox"/>
16. CalFresh Application.	<input type="checkbox"/>	<input type="checkbox"/>

This form is to be completed and provided with every CalFresh application submitted to DPSS by contracted CBO/FBO CalFresh Application Assistance Services partners for eligibility determination.

ATTACHMENT A,
TECHNICAL EXHIBIT 4
RELEASE OF INFORMATION

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

**AUTORIZACION DEL SOLICITANTE
PARA DAR INFORMACION**

(DEPENDENCIA/AGENCIA O PERSONA A QUIEN SE LE PIDE LA INFORMACION)
A:

1. YO, _____, CON DOMICILIO EN _____,
_____, POR MEDIO DE LA PRESENTE LES AUTORIZO PARA QUE LE DEN A

(NOMBRE DE LA DEPENDENCIA/AGENCIA, INSTITUCION, O PROVEEDOR PARTICULAR)
LA INFORMACION ESPECIFICA QUE ESTA DEPENDENCIA/AGENCIA PIDIO Y QUE YO NO PUEDO PROPORCIONAR EN RELACION A _____

ESTA INFORMACION SE NECESITA PARA EL SIGUIENTE PROPOSITO _____

ESTE FORMULARIO SE LLENO POR COMPLETO Y LO LEI (O ME LO LEYERON) ANTES DE FIRMARLO.

FIRMA DEL SOLICITANTE		FECHA
LUGAR DE NACIMIENTO	FECHA DE NACIMIENTO	NOMBRE DE SOLTERA DE LA MADRE
FIRMA O NOMBRE DEL/DE LA ESPOSO(A)		FECHA
LUGAR DE NACIMIENTO DEL/DE LA ESPOSO(A)	FECHA DE NACIMIENTO DEL/DE LA ESPOSO(A)	NOMBRE DE SOLTERA DE LA MADRE DEL/DE LA ESPOSO(A)

ABCDM 228 (SP) (6/99)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

To: _____
(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

1. _____, RESIDING AT _____

_____, HEREBY AUTHORIZE YOU TO RELEASE TO THE

_____, SPECIFIC
(NAME OF AGENCY, INSTITUTION, INDIVIDUAL PROVIDER)

INFORMATION REQUESTED BY THIS AGENCY WHICH I CANNOT PROVIDE CONCERNING _____

THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE _____

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OR NAME OF SPOUSE		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER

ABCDM 228 (ENG/SP) (6/99)

ATTACHMENT A,
TECHNICAL EXHIBIT 5
LIST OF DISTRICT OFFICES

Los Angeles County DPSS District Offices- CalFresh	
Belvedere	5445 Whittier Blvd. Los Angeles, CA 90022
Compton	211 E. Alondra Blvd. Compton, CA 90220
Cudahy	8130 S. Atlantic Ave. Cudahy, CA 90201
East Valley	14545 Lanark St. Panorama City, CA 91402
El Monte	3350 Aerojet Ave. El Monte, CA 91731
Florence	1740 E. Gage Ave. Los Angeles, CA 90001
Glendale	4680 San Fernando Rd. Glendale, CA 91204
Lancaster	349-B East Ave. K-6 Lancaster, CA 93535
Lincoln Heights	4077 N. Mission Rd. Los Angeles, CA 90032
Medi-Cal Outreach	3400 Aerojet Ave. El Monte, CA 91731
Metro Family	2615 S. Grand Ave. Los Angeles, CA 90007
Metro North	2601 Wilshire Blvd. Los Angeles, CA 90057
Metro Special	2707 S. Grand Ave. Los Angeles, CA 90007
Norwalk	12727 Norwalk Blvd. Norwalk, CA 90650
Paramount	2961 E. Victoria St. Rancho Dominguez, CA 90221
Pasadena	955 N. Lake Ave. Pasadena, CA 91104
Pomona	2040 W. Holt Ave. Pomona, CA 91768
Rancho Park	11110 W. Pico Blvd. Los Angeles, CA 90064
San Fernando	9188 Glenoaks Blvd. Sun Valley, CA 91352
San Gabriel Valley	3352 Aerojet Ave. El Monte, CA 91731
Santa Clarita	27233 Camp Plenty Rd. Canyon Country, CA 91351
South Central	10728 S. Central Ave. Los Angeles, CA 90059

Los Angeles County DPSS District Offices- CalFresh	
South Family	17600 A Santa Fe Ave. Rancho Dominguez, CA 90221
South Special	17600 B Santa Fe Ave. Rancho Dominguez, CA 90221
Southwest Family	8300 S. Vermont Ave. Los Angeles, CA 90044
Southwest Special	1819 W. 120th St. Los Angeles, CA 90047-5102
Wilshire	2415 W. 6th St. Los Angeles, CA 90057

ATTACHMENT A,
TECHNICAL EXHIBIT 6
SAMPLE CALFRESH APPLICATION
MONTHLY LOG

SAMPLE CALFRESH APPLICATION MONTHLY LOG

CONTRACTOR: _____

REPORT MONTH: _____

No	Name	Address	Phone	Application Date	Application Delivery Date	USCIS A Number (if any)	Last 4 Digits of SSN (if any)	Date Of Birth
1								
2								
3								
4								
5								
6								
7								

ATTACHMENT A,
TECHNICAL EXHIBIT 7

CONTRACTOR, EMPLOYEE, AND
NON-EMPLOYEE CONFIDENTIALITY
AGREEMENTS

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Employee Name _____

Contract No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT A,
TECHNICAL EXHIBIT 8

CALFRESH APPLICATION ASSISTANT
SERVICES
MONTHLY MANAGEMENT REPORT

CALFRESH APPLICATION ASSISTANT SERVICES MONTHLY MANAGEMENT REPORT

Month and Year: _____

Contractor Name: _____ Contract No. _____

Contractor's Address: _____

I. CONTRACT EXPENDITURES			
1.	Maximum Contract Amount:		
2.	Contract Balance Year-to-Date:		
3.	Percentage(%) of Contract Expenditures Year-to-Date:		
II. CALFRESH APPLICATIONS			
1.	Number of Submitted CalFresh Application to DPSS Year-to-Date		
2.	Number of Approved CalFresh Applications Year-to-Date:		
3.	Number of Denied CalFresh Applications Year-to-Date:		
III. OUTREACH EFFORTS			
1.	Number of Outreach Clinics During the Report month:		
2.	Number of Persons Attended the Outreach Clinics during the Report month:		
3.	Number of Outreach Clinics conducted Year-to-Date:		
4.	Number of Persons Attended the Outreach Clinics Year To Date:		
IV. PHONE INQUIRIES			
1.	Number of Phone Calls received requesting CalFresh information:		
2.	Number of Phone Messages returned:		
V. DEMOGRAPHICS OF CALFRESH APPLICANTS			
1.	Age/Gender	Male:	Female:
	18-25		
	26-35		
	36-45		
	46-60		
	Over 60		
	Total		
2.	Primary/Native Language		
	Armenian		
	Cambodian		
	Chinese-Cantonese		
	Chinese-Mandarin		
	English		
	Korean		
	Russian		
	Spanish		
	Tagalog (Filipino)		
	Vietnamese		
	Other (state in comments)		
VI. COMPLAINTS			
1.	Number of Complaints Received:		
2.	Number of Complaints Resolved:		
VII. COMMENTS:			

ATTACHMENT A,
TECHNICAL EXHIBIT 9

SAMPLE CALFRESH
RECONCILIATION REPORT

**SAMPLE CALFRESH
RECONCILIATION REPORT**

Service Month: _____ Invoice date: _____
 Contractor Name: _____
 Contract Number: _____

No	Applicant Name	Case Number	Application Date	Application Status	Application Denial Reason (if any)	Payment Status	Payment Denial Reason (if any)
1							
2							
3							
4							
5							
6							
7							

Number of Applications Submitted	Number of Applications Approved	Payment Per Approved Application	Total Payment Due

CCA's Authorizing Name (Print) _____ CCA's Authorizing Signature _____ Date Signed _____

ATTACHMENT A,
TECHNICAL EXHIBIT 10

PA 607 COMPLAINT OF DISCRIMINATORY
TREATMENT

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> ETHNIC GROUP IDENTIFICATION
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> RELIGION	<input type="checkbox"/> SEX
<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> AGE	<input type="checkbox"/> COLOR
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> DOMESTIC PARTNERSHIP

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

_____ **CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

_____ **CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) (DATE) ADDRESS: _____

TELEPHONE: _____

ATTACHMENT A,
TECHNICAL EXHIBIT 11
PERFORMANCE REQUIREMENTS
SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

T.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory and County's preferred method of monitoring.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of an Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor.

The County expects a high standard of Contractor performance for the required service. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by an Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace an Contractor's obligation to provide expert professional services to the County.

T.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses fiscal deductions or points (Column 3 of chart).
4. Indicates the method of monitoring the services (Column 4 of chart).

5. Indicates the fiscal deductions to be assessed for failing to meet the AQL for each listed required service (Column 5 of chart). The AQL serves as the baseline for assessing fiscal deductions.

T.3 QUALITY ASSURANCE

Each month the Contractor's performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Applicant/Participant interviews; and
6. Review of Complaints or justification of number of complaints.

T.4 MEASURABLE OUTCOMES

Contractor shall provide services that address, but are not limited to, the following measurable indicators:

- Number of CalFresh Applications submitted
- Number of CalFresh Applications approved

T.5 PERFORMANCE MEASURES

- 7.5.1 The Contractor shall demonstrate in writing how direct services impact the measurable outcome, upon the County's request.
- 7.5.2 The Contractor shall maintain the following documents that reflect the benchmarks are being met:
 - Required statistical reports related to the provided services

- Required documents such as business license, certifications, documentation collected related to the provided services
- Outreach and other application assistance activity schedules

T.6 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), (See Technical Exhibit 12) to the Contractor's Contract Manager. The Contract Manager is required to:

T.6.1 Respond to the CDR within ten (10) business days.

T.6.2 Provide a written explanation stating the reasons for the unacceptable performance, how the poor performance will be remedied, how it will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the Contractor's explanation.

T.7 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE - RANDOM SAMPLING

The CCA will determine the number of defects that renders a service unsatisfactory as follows:

T.7.1 Select a sample at random so that it will be a representation of the entire population.

T.7.2 Compare the sample to the Standard, and the conclusions made are about Contractor performance for the whole group.

T.7.3 The random sampling plan includes the following information:

**Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided, and

Sample Size - The number of units to be checked in a given time period.

*The AQL for each sample is taken from the PRS. The lot size is determined by how often the Contractor will provide a service during the month. To ensure

each service has an equal chance of being selected, a random number table is used to determine the sample.

T.8 REMEDY OF DEFECTS

Notwithstanding a finding of unacceptable performance service and assessment of fiscal deductions, Contractor must, within ten (10) business days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

T.9 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform with the requirements of this Cooperative Agreement, County shall have the option to apply any or all of the following nonperformance remedies:

- T.9.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent the recurrence of unacceptable performance.
- T.9.2 Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- T.9.3 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within ten (10) workdays shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s) satisfactorily, as determined by County, shall be credited to County on Contractor's future invoice. This section does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 5.55, Termination for Convenience of COUNTY.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING
Provide CalFresh Application Assistance Services to individuals and families in their primary language. Attachment A, Statement of Work Section 1.1.1 Scope of Work	Require Contractor certified bilingual staff and volunteers to provide interpretation of the CalFresh Program and Application in the individual's primary language.	None	Random Sampling On-Site Observation Review of MMR User Complaint
Conduct individual or group sessions to educate applicants in the CalFresh Program and Application process. Attachment A, Statement of Work Section 1.1.2 Scope of Work	Require Contractor staff to submit along with monthly invoice a schedule of outreach activities held for the month.	None	Random Sampling On-Site Observation Review of MMR User Complaint
Ensure all required posters and materials are posted at Contractor's sites as directed by the COUNTY and are accessible to the public. Attachment A, Statement of Work Section 1.5.5, Contractor Management Services	Require Contractor staff to post various CalFresh posters and informational material for the public to see and utilize.	None	Random Sampling On-Site Observation Review of MMR User Complaint
Maintain current insurance coverage for all required coverage and provide a new insurance certificate 10 days prior to its expiration date. Attachment A, Statement of Work Section 1.5.9, Contractor Management Services	Require Contractor to maintain current coverage for all required coverage and provide a new certificate 10 days prior to its expiration date.	None	Random Sampling MMR
Ensure monthly invoices are submitted accurate and timely through the Contract Invoicing System (CIS). Attachment A, Statement of Work Section 1.5.10, Contractor Management Services	Require Contractor to submit accurate and timely invoices through CIS by the 15 th calendar day of the month following the end of the service month.	None	Monthly monitoring through Contract Invoicing System

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING
<p>All Contractor staff, including volunteers wear an identification badge that includes the Contractor's name, staff person's name and photo, (if possible). If a photo ID is not available, staff person must have available their state issued driver's license or ID at all times to verify identity.</p> <p>Attachment A, Statement of Work Section 2.2.2.4 Other Contractor Staff.</p>	<p>Require Contractor staff, including volunteers to wear an identification badge.</p>	<p>None</p>	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>
<p>Ensure the necessary space, furniture, utilities and equipment to perform CalFresh Application Assistance Services</p> <p>Attachment A, Statement of Work Section 3.2.1 Equipment, Supplies and Materials</p>	<p>Require Contractor to ensure there is the necessary space, furniture, utilities and equipment to assist individuals and families with completing the CalFresh Application and collecting the supporting documentation.</p>	<p>None</p>	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>
<p>Maintain retrievable records relating to each applicant who receive CalFresh Application Assistance Services in locked drawers and cabinets at the Contractor's headquarters.</p> <p>Attachment A, Statement of Work Section 3.3 Record Keeping</p>	<p>Require Contractor to maintain retrievable records relating to each applicant who receives CalFresh Application Assistance Services and maintain these records for no less than five years after the termination of the contract.</p>	<p>None</p>	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>
<p>Contractor shall maintain an ongoing monthly log recording the applications submitted to the COUNTY.</p> <p>Attachment A, Statement of Work Section 3.3 Record Keeping</p>	<p>Require Contractor to maintain a monthly log.</p>	<p>None</p>	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING
Maintain confidentiality of CalFresh applicants' and employees' records in a locked drawer and/or cabinet at the Contractor's headquarters. Attachment A, Statement of Work Section 3.4 Confidentiality of Records	Maintain CalFresh applicants' and employees' records in a locked drawer or file cabinet.	None	Random Sampling On-Site Observation Review of MMR User Complaint

ATTACHMENT A,
TECHNICAL EXHIBIT 12
CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of CCA

Date

**COUNTY
ACTIONS:** _____

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date: _____

Contract Representative's Signature and Date: _____

ATTACHMENT B

CONTRACT BUDGET

**COOPERATIVE AGREEMENT FOR
CALFRESH APPLICATION ASSISTANCE SERVICES
ANNUAL BUDGET
CALENDAR YEAR 2013**

CONTRACTOR: _____

CONTRACT PERIOD: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

Number of Estimated Applications	Online Apps	Paper Apps	Total Budget Amount
	\$52		
		\$46	
Total			

ATTACHMENT C

COUNTY'S ADMINISTRATION
(To Be Determined At The Time Of Contract Execution)

ATTACHMENT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME** _____

COOPERATIVE AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ATTACHMENT E

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

YES

NO

- | | | |
|---|-------|-------|
| 1. Contractor has written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | () | () |

 Signature

 Date

 Name and Title of Signer (please print)

ATTACHMENT F

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

ATTACHMENT G

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

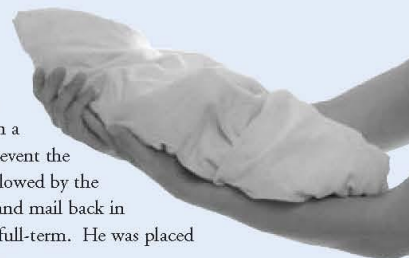
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT H
SAMPLE INVOICE FORMAT

SAMPLE INVOICE

Contractor Invoice

Page 1 of 1



Los Angeles County Department of Public Social Services
CalFresh (Food Stamp) Application Assistance Program

Invoice**Service Category: CalFresh****Service: Assist individuals with completing the application for CalFresh (Food Stamp) benefits and collecting all necessary supporting documentation.****Applications Submitted For Payment:****Cost Per Application:****Total:****Agency Users****Prepared By:****Signature:** _____ **Date:** _____**Signature:** _____ **Date:** _____**Authorized Person:****Signature:** _____ **Date:** _____

ATTACHMENT I

FORMS REQUIRED FOR EACH INVOICE

(To Be Determined At Time Of Contract Execution)

ATTACHMENT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Potential Partner or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Potential Partner or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

ATTACHMENT K

EARNED INCOME CREDIT



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice 1015 (Rev. 12-2011)
Cat. No. 205901

CALFRESH APPLICATION ASSISTANCE CONTRACTS			
	CONTRACTOR	SUPERVISORIAL DISTRICTS SERVED	FUNDING
1	Information and Referral Federation of Los Angeles (DBA 211 Los Angeles County)	1,5	\$7,060
2	Grandparents As Parents, Inc.	1	\$3,000
3	Bienestar Human Services, Inc.	1	\$4,700
4	Volunteers of America of Los Angeles	1, 2, 3, 5	\$18,800
5	Asian American Drug Abuse Program, Inc.	2	\$6,000
6	1736 Family Crisis Center	2, 4	\$9,400
7	Testimonial Community Love Center	2	\$5,900
8	Child and Family Guidance Center	3	\$6,500
9	Asian Pacific Health Care Venture, Inc.	3	\$5,000
10	Community Enhancement Services	3, 5	\$12,000
11	Thai Community Development Center	3	\$3,000
12	South Asian Helpline and Referral Agency (DBA SAHARA)	4	\$3,000
13	Korean American Family Service Center, Inc.	4	\$3,140
14	Centro C.H.A. Inc.	4	\$5,900
15	Harbor Interfaith Services, Inc.	4	\$6,000
16	Pasadena-Foothill Valley Young Women's Christian Association	5	\$5,900
17	Asian Youth Center	5	\$4,700

\$110,000